

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION at CINCINNATI**

**Debtor(s) Name** Stacey L. Camp

**Case No.** 10-17284

**Debtor(s) Name** Robbin R. Camp

**FIRST AMENDED CHAPTER 13 PLAN (Form dated SEPT. 2009)**

**Debtor(s) are eligible for discharge under Section 1328(f).**

**1. MEDIAN INCOME/PLAN PAYMENT/PAYROLL DEDUCTION**

**A. MEDIAN INCOME**

**ABOVE MEDIAN INCOME**

Current monthly income (CMI) \$8,743.61 minus means test expenses (IRS amounts) \$9,252.19 =  
Disposable income (D/I) \$-508.58

D/I (line 59 of the means test) \$ -508.58 TIMES 60 = \$0

**B. PLAN PAYMENT**

The debtor(s) shall pay to the Trustee all projected disposable income in the amount of \$500.00 each month for approximately 60 months, but not to exceed five (5) years.

If case is determined to be 'under 36 months' the Trustee will serve a notice upon debtor and Counsel and increase the percentage.

Unless the allowed unsecured claims are paid at 100%, the total plan payments shall not be less than the sum of 36 months of confirmed monthly plan payments.

This provision does not prohibit the Debtor(s) from prepaying the plan before 36 or 60 months of plan payments.

**C. PERCENTAGE: UNSECURED CLAIM PERCENTAGE AND/OR POT AMOUNT**

This is a percentage plan. The percentage is 2%.

The liquidation percentage for this plan is 0% and Trustee will pay this amount at a minimum or the disposable income amount, whichever is greater.

Liquidation percentage per 11 U.S.C. section 1325(a)(4)

(Equity) \$0 divided by (unsecured debt) \$97,232.00 equals (Liquidation plan percentage) 0%.

D/I (line 59 of the means test) \$ -508.58 TIMES 60 = \$0

#### **D. PAYROLL DEDUCTION**

The first payment is due 30 days after the date of the filing of the plan or the order for relief whichever is earlier, unless the court orders otherwise. 11 U.S.C. section 1326 (a)(1).

The employer shall make deductions from employee's wages and send deductions to the Chapter 13 Trustee.

Employer is: (Name of Employer)  
Smurfit Stone

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Until the payroll order begins debtors(s) MUST make payments by certified check or money order to:

P.O. Box 290  
Memphis, TN 38101-0290

Debtor(s)' full name, case number and address must be on all certified checks or money orders.

If Debtor(s) are employed, Debtor(s)' Counsel has uploaded an Order for payroll with the filing of this Chapter 13. Debtor(s) MUST VERIFY with their payroll that funds have actually been sent.

#### **2. EFFECTIVE DATE OF PLAN and VESTING OF PROPERTY OF THE ESTATE**

The effective date of the Plan shall be the date of confirmation of the Plan.

Title to the debtor(s)' property shall revert in the Debtor(s) upon confirmation of the Plan; provided, however, Debtor(s) may not sell any property, real or personal, except upon application to the Trustee or motion to the Court as specified in Local Bankruptcy Rule 6004-1.

#### **3. FILING OF PROOF OF CLAIM/ALLOWANCE AND PAYMENT OF CLAIMS PRIORITY PAYMENTS**

Payment shall not be made on any claim unless a proof of claim is filed with the Clerk of the Bankruptcy Court, or the Court issues an order. See Fed. R. Bankr. P. 3002(c).

The Trustee is authorized within her discretion to calculate the amount and timing of distributions as is administratively efficient.

All priority creditors under 11 USC Section 507 shall be paid in full in deferred cash payments.

#### **4. ATTORNEY FEES:**

The Trustee shall pay Attorney fees pursuant to filed application for fees and order of the Court.

Counsel will be paid a lump sum payment of all funds held by the Trustee at confirmation minus

any adequate protection payments, mortgage conduit payments, lease payments, or Trustee fees and then \$200.00 every month until the attorney fee is paid.

After payment of attorney fees is completed, the additional funds will flow to secured and priority creditors.

If monthly secured and priority payments exceed plan payment, attorney fees will be reduced.

**5. ADEQUATE PROTECTION PLAN DISBURSEMENTS -**

This section is not applicable.

**6. SECURED CLAIMS 1325 (a)(5)(B)(ii)**

Secured creditors shall retain their security interest in the collateral until payment of the entire underlying debt or entry of discharge, whichever occurs first. When these conditions have been fulfilled, creditor must transfer the title to any collateral pursuant to non-Bankruptcy law within thirty (30) days.

Holders of secured claims shall be paid provided that such priorities may be amended by the Court at or after the confirmation hearing, and that holders of secured claims will be given priority as set forth herein over holders of unsecured claims

**7. PMSI/Automobiles: 910 days**

This section is not applicable.

**8. VALUATION: (Cramdown)**

11 U.S.C. Section 506	Monthly Payment	Proposed Amount of Allowed Secured Claim
<b>1Beneficial</b>	<b>\$222.00</b>	<b>\$7,915.24</b>

The amount of any secured creditor's allowed secured claim shall be that amount set forth in the Plan as the "Proposed Amount of Allowed Secured Claim" unless the Court, prior to confirmation, orders otherwise.

Fees, costs or charges on the proof of claim must be reasonable as required by 11 USC Section 506(b).

If sufficient funds are not available to make a full monthly payment on all claims listed above, the available funds will be disbursed by the Trustee according to the funds she has on hand, and approximate the amounts listed above as closely as possible.

**9. DOMESTIC SUPPORT OBLIGATION: 101(14A); 1325(a)(8); 1302(d)(1); 1302(b)(6);**

This section is not applicable.

#### **10. PLAN DISBURSEMENTS - DEFAULT PAYMENTS "INSIDE THE PLAN"**

Debtor(s) proposes to cure defaults to the following creditors by payment of the following monthly payments by the Trustee:

Creditor	Monthly Payment	Amount of Default to be Cured	Interest Paid (Y/N)
1 <b>Residential Credit</b>	<b>\$25.00</b>	<b>\$900.00</b>	<b>N</b>
2 <b>Bank of America</b>	<b>\$28.00</b>	<b>\$1100.00</b>	<b>N</b>

Arrearage claim

Mortgage arrearage claims involving mortgages that were entered into after October 22, 1994 shall not be paid interest.

Unless modification of creditor(s)' rights is specified in the Plan, the debtor(s)' statement of the arrearage(s) under this paragraph shall be considered estimates, and the Trustee shall schedule the claims in the amount(s) set forth in the creditor(s)' respective Proofs of Claim (subject to debtor(s)' objections thereto).

#### **11. MORTGAGE CLAIMS**

**This section is not applicable.**

#### **12. CREDITORS PAID DIRECTLY AND NOT BY THE CHAPTER 13 TRUSTEE**

Creditors who will be paid directly by the Debtor(s) and not through the Trustee are:

Creditor	Monthly Payment	Payment Begin Date
<b>Chase Home Finance</b>	<b>\$1,721.59</b>	<b>October, 2010</b>
<b>Residential Credit</b>	<b>\$856.20</b>	<b>November, 2010</b>
<b>First Franklin</b>	<b>\$1,053.94</b>	<b>November, 2010</b>

Debtor(s) reserve the right to amend and pay these creditors through the Plan by filing a Motion to Modify.

#### **13. EXECUTORY CONTRACTS IF APPLICABLE**

See Statement of Executory Contracts, Schedule G.

Apartment leases – Debtor is the creditor – All month to month - ASSUME

#### **14. POST-PETITION CLAIMS and/or ADDITIONAL CREDITORS**

Post petition claims which are allowed and upon which creditors file a claim shall be paid the same percentage as prepetition claims, which shall represent payment in full to the creditor, unless the Court orders otherwise. Debtor(s) may file a motion to remove or add any creditor to the Plan.

#### **15. INTEREST RATE**

Secured claims shall be paid interest at the annual percentage rate listed herein based upon a

declining monthly balance on the amount of the allowed secured claim in an amount of 4.75%. This interest shall be paid as a part of payments shown as the monthly payment. (See In re Till)

**16. PERSONAL INJURY CLAIMS, WORKERS COMPENSATION CLAIMS, SOCIAL SECURITY CLAIMS, AND MISCELLANEOUS CLAIMS OF THE DEBTOR(S)**

The Debtor(s) shall keep the Trustee informed as to any change in status of any claims for personal injury, workers compensation, social security or any other claim to which Debtor may be entitled. Before the claim can be settled and distributed, the Debtor must comply with all requirements for filing applications and motions for settlement with the Court as required by the Bankruptcy Code and Local Rules. These funds shall be treated as additional plan payments or as the Court so otherwise orders. The Debtor(s)' case will not be complete until the claim has been settled and shall remain open for administration purposes until the claims has been paid into the plan or the Court so otherwise orders.

**17. TAX RETURNS AND REFUNDS**

Debtor(s) must file tax returns every year that they are in the Chapter 13 plan unless exempt by IRS statutes. Any refund above \$800 for a single tax return and \$1600 for a joint tax return must be turned over to the Chapter 13 Trustee unless otherwise ordered by the Court. Debtor(s) may file a motion to retain if the funds are necessary for their maintenance and support.

**18. TRANSFERRED CLAIMS**

If any creditor has transferred its claim by assignment or otherwise, the underlying debt shall be discharged as to the transferor and the transferee upon the completion of the Plan through discharge. See Fed. R. Bankr. P. 3001(e)(2).

**19. SALE OF REAL ESTATE and/or APPLICATION TO INCUR DEBT FOR REFINANCING**

Sale or refinancing of real estate must occur per the Local Bankruptcy Rules. The Trustee must be served with a copy of the closing statement one day before the closing.

**20. CASUALTY LOSS INSURANCE PROCEEDS**

All insurance proceeds must be turned over to the Trustee unless the debtor(s)' Counsel files a motion to retain proceeds.

**Substitution of Collateral**

If a motor vehicle is substantially damaged while there is still an unpaid claim which is secured by the vehicle, the debtor shall have the option of using the insurance proceeds to either repair the vehicle, pay off the balance of the secured claims if the secured creditor is a named loss payee on the policy, or **MOVE** to substitute collateral by purchasing a replacement vehicle.

If a replacement vehicle is purchased, the vehicle shall have a value not less than the balance of the unpaid secured claim, the creditor's lien will be transferred to the replacement vehicle and the

Trustee will continue to pay the secured claim.

## **21. STUDENT LOANS**

Student loans will be paid a dividend as listed below. (Note: You may only pay interest to an unsecured creditor if all claims are paid in full. 11 U.S.C. Section 1322(b)(10))

Creditor	Percentage Paid
<b>JPMC</b>	<b>2%</b>
<b>National College</b>	<b>2%</b>
<b>US Dept of Educ</b>	<b>2%</b>

## **22. SURRENDER OF COLLATERAL**

If the Plan provides for surrender of collateral to a secured creditor, the Trustee will not schedule the affected creditor's secured claim for payment until the claim is amended to set forth an unsecured deficiency after disposition of the collateral.

Upon confirmation of the Plan, any stay created by the filing of the petition pursuant to 11 U.S.C. Section 362 shall be deemed modified to allow *in rem* disposition of the collateral to effect the surrender.

Affected creditors are not barred by this provision from seeking pre-confirmation modification of the stay.

## **23. DISCHARGE - 11 U.S.C. Section 1328**

Debtor(s) shall receive a discharge when all applicable requirements of 11 U.S.C. Section 1328 have been fulfilled.

## **24. AUTOMATIC STAY:**

Stay is in effect as to all property of the estate unless this plan indicates otherwise.

## **25. CO-SIGNERS**

This section is not applicable.

## **26. DEFAULT AND WAIVER**

Any default of the debtor that is not proposed to be cured in the plan herein is deemed waived by the confirmation of the plan.

## **27. MODIFICATION**

After opportunity for hearing and upon such notice as the Court may designate, if it appears that the circumstances of the debtor(s) so require, the Court may, at the confirmation hearing or during the operation of the Plan, increase or decrease the amount of payments to be paid by the debtor or to be paid as a priority payment to any creditor, or may extend or reduce the time for such payments.

After confirmation, debtor(s) must file a motion to modify and attach an amended plan.

**28. NOTICES**

Notice to all parties shall be made by regular mail or electronically.

**29. CONFIRMATION**

The confirmation of the Plan shall constitute a finding by the Court that there is good cause to extend the Plan beyond the applicable commitment period under 11 U.S.C. Section 1325(b)(4), if the Plan calls for an extension beyond that period, and that the Plan was filed by the debtor(s) in good faith and it is the Debtor(s)' best effort. All conditions of 11 U.S.C. section 521 have been fulfilled or the debtor(s) have requested an order from the Court.

**30. ADDITIONAL PROVISIONS PERTAINING TO THE DEBTOR(S)**

**This plan is the standard plan for Cincinnati.**

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Respectfully Submitted,

/s/ Rebecca S. Lindner  
Rebecca S. Lindner  
5451 North Bend Road, Suite 105B  
Cincinnati OH 45247  
Phone: 513/741-9738  
Fax: 513/741-0158  
rllape@fuse.net

I declare under penalty of perjury that the information in this plan is true and correct.

Date December 1, 2010

/s/ Stacey L. Camp

Debtor(s)

Date December 1, 2010

/s/ Robbin R. Camp

Debtor(s)

CERTIFICATE OF SERVICE

I hereby certify that on December 1, 2010, a copy of the foregoing First Amended Chapter 13 Plan was served on the following registered ECF participants, electronically through the court's ECF System at the email address registered with the court:

US Trustee

Margaret A Burks, Chapter 13 Trustee

and on the following by ordinary US Mail addressed to:

ACB American, Inc  
P.O. Box 2548  
Cincinnati, OH 45201

CBCS  
PO Box 165025  
Columbus, OH 43216-5025

Alliance Primary Care  
PO Box 634851  
Cincinnati, OH 45263-4851

Central Tr  
Attn: Collection Unit  
2730 Liberty Avenue  
Pittsburgh, PA 15222

Anesthesia Assoc. of Cinti., Inc  
PO Box 631677  
Cincinnati, OH 45263

Chase Home Finance LLC  
3415 Vision Drive  
Columbus, OH 43219-6009

Bank of America Home Loans  
PO Box 10222  
Van Nuys, CA 91410-0222

Christ Hospital  
2139 Auburn Avenue  
Cincinnati, OH 45219

Beneficial Financial Inc  
PO Box 10490  
Virginia Beach, VA 23450

Cincinnati Eye Institute  
PO Box 633854  
Cincinnati, OH 45263-3854



Cincinnati Head and Neck Inc.  
2123 Auburn Avenue  
Ste 208  
Cincinnati, OH 45219

Coast 2 Coast Financial Solutions  
PO Box 2092  
Thousand Oaks, CA 91358-2092

Controlled Credit Corporation  
3687 Warsaw Avenue  
P.O. Box 5154  
Cincinnati, OH 45205

Department Stores National Bank Visa  
Bankruptcy Processing  
PO Box 8053  
Mason, OH 45040

GEMB/JC Penney  
PO Box 981131  
El Paso, TX 79998

Greater Cincinnati Path, Inc  
Dept 631104  
Cincinnati, OH 45263-1104

Home Depot  
PO Box 105980 Dept 51  
Atlanta, GA 30353-5980

Hyde Park Internists, Inc.  
2727 Madison Rd  
Cincinnati, OH 45209

Javitch, Block, & Rathbone PLL  
1100 Superior Ave,  
19th Floor  
Cleveland, OH 44114

JPMC  
3900 Westerre Parkway  
Henrico, VA 23233

Lisa Larkin MD LLC  
1315 Solutions Center  
Chicago, IL 60677

Manley Deas Kochalski  
P.O. Box 165028  
Columbus, OH 43216

Mercy Health Partners  
PO Box 630804  
Cincinnati, OH 45263-0804

National College  
1 Citizens Drive  
Riverside, RI 02915

Ohio Bureau of Workers' Compensation  
Corporate Processing Dept  
Columbus, OH 43271-0977

PNC Bank  
PO Box 94982  
Cleveland, OH 44101

Professional Radiology Inc.  
PO Box 630110  
Cincinnati, OH 45263-0110

Quest Diagnostics  
PO Box 740810  
Cincinnati, OH 45274

Rachelle Boudreau DDS  
11333 Springfield Pike  
Cincinnati, OH 45246

Reisenfeld & Associates  
3962 Red Bank Road  
Cincinnati, OH 45227

Residential Credit Solutions  
4282 N. Freeway  
Fort Worth, TX 76137

Sears/Citi  
8725 W. Sahara Ave  
MC 02/02/03  
The Lakes, NV 89163

Social Security Administration  
600 West Madison St.  
Chicago, IL 60661

US Dept of Education  
PO Box 530260  
Atlanta, GA 30353

Village of Golf Manor  
6450 Wiehe Road  
Cincinnati, OH 45237-4216

Visa DSNB  
911 Duke Blvd  
Mason, OH 45040

WfNNB/VS  
PO Box 182128  
Columbus, OH 43218-2128

/s/ Rebecca S. Lindner  
Rebecca S. Lindner